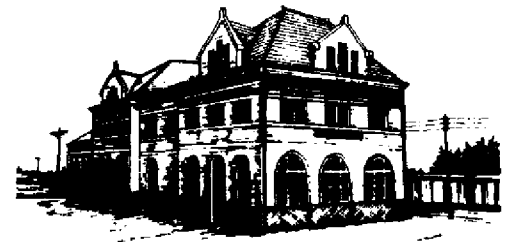


City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

MAYOR: Warren Woods
COUNCIL: Randy White, Loyal Winborn, (Ward 3 Vacant), Marsha Wilson, Larry Wagner, Terri Koets, Nancy Loudon
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CITY ATTORNEY: Skip Kenyon & Todd Nielsen

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, March 5, 2013
6:00 p.m.
03/01/2013 2:06 PM

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda – NOTE:** *These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.*
 1. **Minutes:** February 19, 2013 – Regular Meeting
 2. **Claims and Fund Transfers:**
 - i. Total Claims - \$106,576.50
 3. **Liquor Licenses/Permits:** Sidetracked Again – renewal of Class C Liquor, Elm's Club – renewal of Class C Liquor with Outdoor Service
6. **Public Forum –** *the Mayor and City Council welcome comments from the public on any subject pertaining to City business, including items on this agenda. You are asked to state your name and address for the record and to limit your remarks to 3 minutes in order that others may be given the opportunity to speak. The Order of Business is at the discretion of the Chair. No action will be taken.*
7. **New Business**
 1. Public Hearing for Adoption of Final Budget for FY 2014
 2. Resolution to Adopt Final Budget for FY 2014
 3. Motion to approve Lease Extension Agreement between Creston Model Railroad Club and City of Creston
 4. Resolution to approve request from Creston Model Railroad Club of \$230.00 from the Hotel-Motel Fund to subsidize the required liability insurance cost
 5. Public Hearing on the proposed sale of City-owned real estate located at 505 N. Elm to Kate Guiter for \$68,000
 6. Resolution to approve the sale of City-owned real estate located at 505 N. Elm to Kate Guiter for \$68,000
 7. Resolution to approve Addendum #5 to Offer for Real Estate located at 505 N. Elm – extend closing to on or before April 15, 2013

8. Resolution to amend the I&I Policy to include the current Union County HUD Income Limits when updated
9. Resolution to approve a Business Associate Agreement with Info Dog Security (a confidential document destruction company)
10. Resolution to approve Acknowledgment and Settlement Agreement – Creston Farm & Home will submit to a thirty (30) day suspension of their cigarette permit commencing April 1, 2013, in lieu of participating in a hearing
11. Resolution to approve Acknowledgment and Settlement Agreement – Casey's Store #3 has remitted a civil penalty in the amount of \$300.00 in lieu of participating in a hearing
12. Resolution to approve the hiring of and Reimbursement of Training Expenses Agreement with Samuel Abell as Police Officer contingent upon successful completion of MMPI and physical testing
13. Resolution to approve Consulting Agreement with LMC for Employee Benefits based on Recommendation of the Finance Committee

8. Other

9. Adjournment

REGULAR MEETING OF THE CRESTON CITY COUNCIL FEBRUARY 19, 2013

Mayor Woods presented an appreciation plaque to Betty Shelton for serving on the Creston City Council for 15 years.

The Creston City Council met in regular session at 6:00 o'clock p.m. on the above date in the Council Chambers of the City Hall Complex with Mayor Woods presiding.

Roll call being taken with the following Council members present: Loudon, Koets, Wagner, Wilson, Shelton, Winborn and White.

Wilson moved seconded by Shelton to approve the agenda. All voted aye. Motion declared carried.

Shelton moved seconded by Wilson to approve the consent agenda, which included approval of minutes of February 5, 2013, regular meeting; claims of \$218,811.33 and liquor license for Wal-Mart. All voted aye. Motion declared carried.

No one spoke during Public Forum.

A resolution was offered by Wagner seconded by Wilson to adopt the proposed budget and set a Public Hearing on March 5, 2013 at 6:00 p.m. for adoption of Final Budget for FY 2014 and authorize the Mayor and Clerk to execute the proper documentation. Shelton, Winborn, White, Loudon, Koets, Wagner and Wilson voted aye. Resolution declared passed.

A resolution was offered by White seconded by Wilson to approve filling a vacancy of council person for Ward 3 by Council Appointment and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Koets, Wagner, Wilson and Shelton voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Loudon to reschedule the date for a Public Hearing for March 5, 2013, at 6:00 p.m. for the sale of real estate located at 505 N. Elm to Kate Guiter for \$68,000 and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wagner, Wilson, Shelton, Winborn, White and Loudon voted aye. Resolution declared passed.

A resolution was offered by White seconded by Wilson to adopt the Rules of Procedure for Council Meetings Policy and authorize the Mayor and Clerk to execute the proper documentation. Shelton, Winborn, White, Loudon, Koets, Wagner and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to accept the single, sealed bid of \$300.00 received for City-owned surplus property located at 308 Livingston Avenue from Todd and Jill Jackson and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Koets, Wagner, Wilson, Shelton, Winborn and White voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Loudon to accept the single, sealed bid of \$1,000.00 received for City-owned surplus property located at 311 N. Sycamore from Robert and Pam Stow and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wagner, Wilson, Shelton, Winborn, White and Loudon voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Shelton to accept the single, sealed bid of \$600.00 received for City-owned surplus property located at 308-310 S. Walnut from Danny Gutschenritter and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Koets, Wagner, Wilson and Shelton voted aye. Resolution declared passed.

A resolution was offered by White seconded by Shelton to accept the single, sealed bid of \$1.00 received for City-owned surplus property located at 600 W. Montgomery from Habitat for Humanity of Union County and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Koets, Wagner, Wilson and Shelton voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Winborn to approve Drawdown #12 of \$34,825 for CDBG Housing Rehabilitation Project #09-HSG-022 and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Koets, Wagner, Wilson, Shelton and Winborn voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to set a Public Hearing on April 16, 2013, at 6:00 p.m. for tobacco violation at Creston Farm & Home and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Koets, Wagner, Wilson, Shelton, Winborn and White voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Shelton to set a Public Hearing on April 16, 2013, at 6:00 p.m. for tobacco violation at Casey's Store #3 and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Koets, Wagner, Wilson and Shelton voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Koets to set a Public Hearing on April 16, 2013, at 6:00 p.m. for tobacco violation at Casey's Store #2423 and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Wilson, Shelton, Winborn, White, Loudon and Koets voted aye. Resolution declared passed.

Karin Coleman addressed Council regarding a request for signage to be placed at the intersection(s) of Union, Livingston and Division Streets. Ms. Coleman experienced a near-collision and feels very strongly that placement of signage would benefit everyone that travels that particular intersection.

Wagner moved seconded by Wilson to place a stop sign on Livingston Avenue. All voted aye. Motion declared carried.

Shelton moved seconded by Winborn to adjourn the meeting. All voted aye. Motion declared carried. Council adjourned at 6:24 p.m.

Mayor

Attest:

City Clerk

A WORK SESSION BEGAN IMMEDIATELY FOLLOWING THE COUNCIL MEETING
FEBRUARY 19, 2013
REGARDING COVENANTS FOR THE COTTONWOOD SUBDIVISION

Under *On-Site Completion*, it was recommended to remove "seventy-five percent of home construction on each lot shall be completed on site." There are concerns that part of the requirements is to have a basement under every home. Possibly change to state if there is no basement, a storm shelter will be required.

Todd Jackson stated he was happy with the covenants that were originally proposed, but now has some concerns listening to the discussion as the requirements are being degraded and changing.

It was recommended to change the wording where it states a basement is required to state if there is no basement the home has to be on a perimeter frost-free foundation.

Under *Animals*, it is recommended to remove the proposed section and utilize the current City Ordinance.

Under *Business Operated on said Real Estate*, it is recommended to remove the proposed section and utilize the current City Ordinance.

The Park & Recreation Board is concerned about the "*Weed Control and Nuisances*" section. They would like to be included in the decision-making with this section so it will benefit both the homeowners and the Hurley Creek/McKinley Lake Watershed. Mayor Woods said this will be explored.

Mayor Woods would like for the Covenant Committee (Larry Wagner, Marsha Wilson, Randy White, Kevin Kruse, John Kawa and Wayne Pantini) to meet again before the March 19th Council Meeting.

With no other questions or comments, the work session ended at 7:25 p.m.

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUM-MAR'13	2,585.32
			TOTAL:	2,585.32
CE PROTECTION	GENERAL FUND	ILLOWA COMMUNICATIONS	MOBILE RADIO REPAIR	130.00
		GALLS INCORPORATED	BOOTS FOR SHAWLER	88.00
		WINDSTREAM	TELEPHONE	53.97
		MAITLEN, RYAN	MILEAGE REIMBURSEMENT	85.09
			MILEAGE REIMBURSEMENT	85.09
		PETTY CASH - POLICE	#792879-POSTAGE	12.22
			#792880-POSTAGE	6.42
			#792881-BINDER	3.76
		SUPREME CLEANERS	UNIFORM CLEANINGS-FEB'13	29.75
		WAL-MART COMMUNITY	REARVIEW MIRROR	1.97
			TOTAL:	496.27
FIRE PROTECTION	GENERAL FUND	CRESTON PUBLISHING CO	1YR RENEWAL-FIRE 3/13-3/14	109.00
		ELECTRICAL MATERIALS CO	NIPPLE-TUFF SEAL; ENG 3	36.94
		WINDSTREAM	TELEPHONE	236.20
		NELSON, JORDAN	MILEAGE/MEAL REIMBURSEMENT	154.95
		PETTY CASH - FIRE	#1714-LIGHT BULBS	1.80
			#1715-STAMPS	9.20
			#1716-CAR WASH SOAP	5.87
			#1717-BULB	1.59
			#1718-METAL PAN	5.19
			#1719-TRAINING SUPPLIES	24.82
		SOUTHWESTERN COMM COLLEGE	COMPUTER TRAINING	90.00
			TOTAL:	675.56
NG & HSNG SAFETY	GENERAL FUND	WINDSTREAM	TELEPHONE	56.29
		OFFICE DEPOT	CORRECTION PENS, LIQUID	9.49
			TOTAL:	65.78
ANIMAL CONTROL	GENERAL FUND	CHRISTENSEN, DJ	SUCCESSFUL ADOPTION	20.00
		DIETZ, KIM	SUCCESSFUL ADOPTION	20.00
		ALLIANT ENERGY-INT PWR&LGHT	ANIMAL POUND-ELECTRIC	261.81
			TOTAL:	301.81
STREET LIGHTING	GENERAL FUND	ENERGYEFFICIENT SYSTEMS	ACORN STREET LIGHT	670.18
			ACORN REFRACTOR	89.00
			TOTAL:	759.18
AIRPORT	GENERAL FUND	AKIN BUILDING CENTER	2 STORM DOORS	733.36
		CLAPSADDLE-GARBER ASSOCIATES INC	AIRPORT LIGHTING IMPROV	2,060.00
			AIRPORT FENCING IMPROV	600.00
		WINDSTREAM	TELEPHONE	161.22
		ALLIANT ENERGY-INT PWR&LGHT	1945 S CHERRY ST. GARAGE	56.23
		O'HALLORAN INTERNATIONAL INC	MAINTENANCE ON SNOW PLOW	340.55
		SIRWA	WATER-AIRPORT	33.00
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17
			TOTAL:	5,338.53
LIBRARY SERVICES	GENERAL FUND	COPY SYSTEMS INC	CONTRACT	49.44
		CENGAGE LEARNING	BOOKS	59.96
		CRESTON CITY WATER WORKS	WATER-LIBRARY	16.85
		FREDERICK, MICHAEL	BOOKS	32.00
		WINDSTREAM	TELEPHONE	107.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MICROMARKETING LLC	BOOKS ON CD	517.21
			BOOKS ON CD	38.99
		KONE INC (MOLINE)	ANNUAL CODE TEST	425.00
		OFFICE DEPOT	ENVELOPES-COVERS-MARKERS	103.68
		OFFICE MACHINES	WET FLOOR SIGN	16.99
		OMAHA WORLD-HERALD	YEAR SUBSCRIPTION	110.24
		OUR IOWA	2 YR SUBSCRIPTION	32.98
		PROFESSIONAL COMPUTER SOLUTIONS	COMPUTER SERVICES	62.00
		WAL-MART COMMUNITY	TISSUES, DRAIN, COMET	77.22
			TISSUES, DRAIN, COMET	24.90
			TOTAL:	1,675.02
PARKS	GENERAL FUND	AKIN BUILDING CENTER	5 SHEETS PLYWOOD	179.95
			6-1X4 TREATED BOARDS	37.83
		CRESTON CITY WATER WORKS	WATER-HISTORICAL COMPLEX	9.07
		ZEE MEDICAL INC	FIRST AID KIT SUPPLIES	57.90
		WINDSTREAM	TELEPHONE	52.10
		ALLIANT ENERGY-INT PWR&LGHT	MCKINLEY PARK VFW/FLAGS	159.77
			600 MCKINLEY ST. BAND SHED	16.97
			MCKINLEY CAMPGROUND	39.57
		NAPA	LIGHT REEL	149.00
			TOTAL:	702.16
RECREATION	GENERAL FUND	WINDSTREAM	TELEPHONE	56.29
		GRAPHIC DISPLAYS	SIGNAGE	957.00
		ALLIANT ENERGY-INT PWR&LGHT	600 MCKINLEY PARK SEC LIGH	12.66
			TOTAL:	1,025.95
C ERY	GENERAL FUND	BARKER IMPLEMENT & MOTOR CO INC	BELT FOR MOWER DECK	90.85
		WINDSTREAM	TELEPHONE	53.97
		SIRWA	WATER-CEMETERY	33.00
			TOTAL:	177.82
SWIMMING POOL	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-POOL	9.07
		WINDSTREAM	TELEPHONE	31.87
		IOWA DEPT OF PUBL HEALTH	REGISTER POOL	105.00
			TOTAL:	145.94
FINANCIAL ADMINISTRATION	GENERAL FUND	TAYLOR, MICHAEL	CONFERENCE REGISTRATION	380.00
		ALLENDER BUTZKE ENGINEERS INC	GEOTECHNICAL EXPLORATION	4,900.00
		CRESTON CITY WATER WORKS	WATER-1707 W ADAMS ST	12.96
			WATER-505 N ELM	9.07
		FARM & HOME SUPPLY INC	10 BAGS BENTONITE CHIPS	119.50
		WINDSTREAM	TELEPHONE	303.65
		ALLIANT ENERGY-INT PWR&LGHT	505 N ELM SHOP	16.39
			505 N ELM-ELECTRIC/GAS	134.20
		SHRED-IT USA - DES MOINES	1-BAG SHRED	55.75
		SICOG	ATURA-20% LOCAL MATCH FY'1	2,278.00
		TROPHY SHOP	SERVICE PLAQUE-B SHELTON	42.60
			TOTAL:	8,252.12
LEGAL SERVICES	GENERAL FUND	LYNCH DALLAS, P.C.	PROF SVCS-DEC'12	299.50
		KENYON & NIELSEN PC-ATTYS AT LAW	PROF SVCS-FEB'13	600.00
			TOTAL:	899.50
CITY HALL	GENERAL FUND	DAN'S OVERHEAD DOORS & MORE	RPR MEALSITE COUNTER DOOR	1,507.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		IOWA FIRE EQUIPMENT COMPANY	ANNUAL SPRINKLER MAINTENAN	483.80
		MARC	GRANULAR STERILANT	484.04
		PEINELT, ROBERT	JANITORIAL SERVICES	60.00
			TOTAL:	2,534.84
COMMUNITY CENTER MAINT	COMMUNITY CENTER	FELDHACKER CONTRACTING	RPRS ON LINTEL BEAM	765.00
			TOTAL:	765.00
NON-DEPARTMENTAL	ROAD USE TAX	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUM-MAR'13	927.74
			TOTAL:	927.74
ROAD MAINTENANCE	ROAD USE TAX	AMERICAN CONCRETE PRODUCTS INC	1.75 YDS M-4	331.76
		ARAMARK (LAUNDRY ACCTS)	LAUNDRY SERVICE	32.33
		NORSOLV SYSTEMS ENVIRONMENTAL SERVICES	SERVICE CLEANING UNIT	110.95
		BARKER IMPLEMENT & MOTOR CO INC	SWITCH-SKID LOADER	40.13
		CRESTON CITY WATER WORKS	WATER-SHOP	19.44
			WATER-BARN	11.66
		WINDSTREAM	TELEPHONE	173.88
		HEARTLAND TIRE & AUTO	REPAIR TIRE-SKID LOADER	14.95
		ZIEGLER INC	KITS FOR AIR HORN-GRADER	44.67
			TOTAL:	779.77
SNOW AND ICE CONTROL	ROAD USE TAX	FASTENAL	BOLTS FOR SNOW PLOW	28.70
			TOTAL:	28.70
ADMIN-STREETS(ENGINR)	ROAD USE TAX	ZEE MEDICAL INC	FIRST AID SUPPLIES	36.75
		WINDSTREAM	TELEPHONE	56.29
		HEARTLAND TECHNOLOGY SOLUTIONS	REMOTE LABOR-CHRISTY'S COM	57.50
			TOTAL:	150.54
SELF FUNDING INSURANCE PAYROLL TAX BENEFIT		TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUM-MAR'13	24,854.53
			TOTAL:	24,854.53
LIBRARY(RESTRICTED GIF RESTRICTED GIFTS-L AMAZON/GE MONEY BANK			DVD'S	14.86
			DVD'S	17.99
			DVD'S	29.98
		DEMCO	LABELS-BOOK COVER-BK POCK	149.26
		GALE CENGAGE LEARNING	BESTSELLERS	114.36
			LARGE PRINT	94.46
			MYSTERY	47.98
			GENTLE ROMANCE	89.96
			WVP	96.74
			WVP	54.96
			DISTRIBUTION	117.70
		GARDNER MEDIA, LLC.	YA BOOKS - FOL	99.57
		INGRAM	BOOKS	42.45
			BOOKS	964.23
			BOOKS	104.19
			BOOKS	233.80
			BOOKS	28.40
			RETURNED BOOKS	30.45-
		MICROMARKETING LLC	BOOKS ON CD	14.99
		SCHOLASTIC LIBRARY	COUNTRY BOOKS	152.10
		WAL-MART COMMUNITY	ITEMS FOR BABY BASKET	80.83
			TOTAL:	2,518.36

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	SEWER OPERATING FU	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUM-MAR'13	467.47
			TOTAL:	467.47
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	B M SALES	TOWELS	90.50
		CRESTON CITY WATER WORKS	WATER-WWTP	234.10
		ENVIRONMENTAL EXPRESS	ACID SOLUTION	71.20
		FASTENAL	NUTS-WASHERS-STEEL ROD	13.64
		WINDSTREAM	TELEPHONE	415.87
		GIZA LANDSCAPING & LAWN CARE	RPR SEWER MAIN-500 S BIRC	4,305.75
			RPR SEWER MAIN-PINE/TOWNL	1,798.00
		HACH COMPANY	CALIBRATE POTOSPECTROMTR	418.39
		HEARTLAND TECHNOLOGY SOLUTIONS	COMPUTER PORT CARD	49.00
		ECHO GROUP INC	HEATER ELEMENT	162.65
			BULBS-HEATER COILS	141.58
		JETCO INC	OSAGE LIFT STATION RPR	7,975.00
		NORTH CENTRAL LABORATORIES	BEAKERS-CARBOY-DISPENSOR	276.47
		QUALITY GLASS COMPANY	WINDSHIELD REPLACEMENT	240.00
		UPS	POSTAGE	14.94
		VERIZON WIRELESS	ELECTRONIC FLOWMETER PHONE	80.14
		WAL-MART COMMUNITY	PRINTER	99.00
			TOTAL:	16,386.23
ANIMAL CONTROL	ANIMAL SHELTER *AG	CRESTON VET CLINIC PC	TEST/EXAM-BASSET HOUND	44.90
			NEUTER CAT-DJ CHRISTENSEN	65.00
			EXAM/TEST NEGLECTED DOG	25.10
			SPAY ADOPTED DOG	135.95
		DOWNNEY, MYCALE	ARL REIMBURSEMENT	112.05
			ARL REIMBURSEMENT	76.10
		SOUTHERN HILLS VET SVC INC	SPAY CAT-S KETCHUM	55.00
			TOTAL:	514.10

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===== FUND TOTALS =====
001 GENERAL FUND                25,635.80
006 COMMUNITY CENTER             765.00
110 ROAD USE TAX                 1,886.75
112 PAYROLL TAX BENEFIT         24,854.53
167 RESTRICTED GIFTS-LIBRARY    2,518.36
610 SEWER OPERATING FUND       16,853.70
953 ANIMAL SHELTER *AGENCY FU   514.10
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GRAND TOTAL:                    73,028.24
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CITY OF CRESTON
MANUAL CHECKS/DEBITS – PERIOD ENDING 03/05/13

NO DEPT ENTERED		
ELECTRONIC FEDERAL TAX	TAX DEPOSIT	16,021.86
TOTAL ADMINISTRATIVE SVC	FLEX	733.63
NO DEPT ENTERED	TOTAL	\$ 16,755.49
LIBRARY		
US POST OFFICE	STAMPS	500.00
LIBRARY	TOTAL	\$ 500.00
FINANCIAL DEPARTMENT		
NEOPOST	POSTAGE DRAWDOWN	500.00
FINANCIAL DEPARTMENT	TOTAL	\$ 500.00
SELF FUNDING INSURANCE		
TRISTAR BENEFIT (2)	INV CHECK RUN	15,792.77
SELF FUNDING INSURANCE	TOTAL	\$ 15,792.77
MANUAL CHECK/DEBITS TOTAL		\$ 33,548.26

88-848**Adoption of Budget and Certification of City Taxes****FISCAL YEAR BEGINNING JULY 1, 2013 - ENDING JUNE 30, 2014**

The City of: Creston County Name: UNION Date Budget Adopted: _____
 (Date) month/year

At a meeting of the City Council, held after the public hearing as required by law, as specified above, the proposed budget was adopted as summarized and attached hereto, and tax levies, as itemized below, were approved for all taxable property of this City. There is attached a Long Term Debt Schedule Form 703 for the debt service needs, if any.

County Auditor Date Stamp		Telephone Number	Signature
		January 1, 2012 Property Valuations	
		With Gas & Electric	Without Gas & Electric
		Regular 2a <u>175,943,913</u> 2b	<u>170,470,419</u>
		Debt Service Value 3a <u>203,164,965</u> 3b	<u>197,691,471</u>
		Ag Land 4a <u>345,870</u> 4b	
		Last Official Census <u>7,834</u>	

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	8.10000	Regular General Levy	5 1,425,146	1,380,810	43 8.10000
(384)		Non-Voted Other Permissible Levies			
12(8)	0.87500	Contract for use of Bridge	6	0	44 0
12(10)	0.95000	Opr & Maint publicly owned Transit	7	0	45 0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8	0	46 0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9 19,000	18,409	47 0.10799
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(16)	0.06750	Levee Impr. fund in special charter city	13	0	51 0
12(18)	Amt Nec	Liability, property & self insurance costs	14 250,000	242,223	52 1.42091
12(22)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462	0	465 0
(384)		Voted Other Permissible Levies			
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53 0
12(2)	0.81000	Memorial Building	16	0	54 0
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(17)	0.20500	Maintain Institution received by gift/devise	22	0	60 0
12(19)	1.00000	City Emergency Medical District	463	0	466 0
12(21)	0.27000	Support Public Library	23	0	61 0
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
		Total General Fund Regular Levies (5 thru 24)	25 1,694,146	1,641,442	
384.1	3.00375	Ag Land	26 1,039	1,039	63 3.00375
		Total General Fund Tax Levies (25 + 26)	27 1,695,185	1,642,481	Do Not Add
		Special Revenue Levies			
384.8	0.27000	Emergency (if general fund at levy limit)	28 47,505	46,027	64 0.27000
384.6	Amt Nec	Police & Fire Retirement	29 190,402	184,479	1.08217
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30 154,841	150,024	0.88006
Rules	Amt Nec	Other Employee Benefits	31 192,345	186,361	1.09322
		Total Employee Benefit Levies (29,30,31)	32 537,588	520,864	3.05545
		Sub Total Special Revenue Levies (28+32)	33 585,093	566,891	
		Valuation			
386	As Req	With Gas & Elec			
		Without Gas & Elec			
SSMID 1	(A)	(B)	34	0	66 0
SSMID 2	(A)	(B)	35	0	67 0
SSMID 3	(A)	(B)	36	0	68 0
SSMID 4	(A)	(B)	37	0	69 0
SSMID 5	(A)	(B)	555	0	565 0
SSMID 6	(A)	(B)	556	0	566 0
SSMID 7	(A)	(B)	1177	0	1178 0
		Total SSMID	38 0	0	Do Not Add
		Total Special Revenue Levies	39 585,093	566,891	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 0	0	70 0
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41	0	71 0
		Total Property Taxes (27+39+40+41)	42 2,280,278	2,209,372	72 12.95435

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that **DO NOT** meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, and notarized, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.

(County Auditor)

LEASE EXTENSION

COMES NOW, the CRESTON MODEL RAILROAD CLUB and the CITY OF CRESTON and enter into the following Lease Extension Agreement:

WHEREAS, the CITY OF CRESTON is the owner of the Depot/City Hall and surrounding properties;

WHEREAS, the CRESTON MODEL RAILROAD CLUB wishes to continue the establishment of a display in the Depot/City Hall area;

WHEREAS, both parties are wishing to continue an agreement so that the CRESTON MODEL RAILROAD CLUB may continue with their display and;

WHEREAS, the Lease may be renewable on the mutual agreement of the parties for an additional one (1) year period;

AND WHEREAS, all other sections of the original lease agreement shall remain in force;

SO BE IT, that the CITY OF CRESTON and the CRESTON MODEL RAILROAD CLUB agrees to extend the Agreement for an additional one (1) year period commencing January 01, 2013. THIS EXTENSION is agreed to by both parties and shall not be modified except in written form as executed by all parties hereto.

Dated this _____ day of _____, 2013

Aaron Richardson,
for the Creston Model Railroad Club

Warren Woods, Mayor
for the City of Creston, Iowa

February 18th, 2013

To Mayor Warren Woods, and Creston City Council Members:

My name is Aaron Richardson, and I am writing this request on behalf of the Creston Model Railroader's Club located in the Restored Depot.

Our club has been located at its current location since 2001, here in the Restored Depot. We have been graciously allowed to have, what we in the club believe, our layout located in the "dream location" here in Creston. There is nothing more magical to young kids (and to us grown-ups) to see these models running literally right next to their "big brothers". And what's more, to be in a nationally recognized historic railroad location. We all feel like we are part of something much bigger than ourselves, and that brings a great sense of pride to each member of our club.

Over the past few years, our club membership has decreased, and our fundraising efforts have not been as fruitful as we would have hoped. The only cost that we must meet on an annual basis is the premium for our liability insurance coverage. This cost has unfortunately risen over the past few years. Our insurance agent has been diligent about finding the lowest cost liability insurance for us.

We request that you consider allowing us to use monies from the Hotel/Motel Tax to subsidize our liability insurance cost for 2013. This would be in the amount of \$230.00 (two-hundred-thirty).

Provided is our liability insurance declaration sheet.

We thank you for your support and consideration in this manner.

Cordially,

Aaron Richardson



Club Members:

Toby Henry

AJ Warner

Mike Duckworth

Ron Cain

Ryker Carruthers

Jane Briley

Auto-Owners

Page 1

55039 (11-87)

Issued 10-25-2012

MUTUAL INSURANCE COMPANY

TAILORED PROTECTION POLICY DECLARATIONS

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

Renewal Effective 12-10-2012

AGENCY HOMETOWN INSURANCE INC
07-0390-00 MKT TERR 031 (800) 558-6932

POLICY NUMBER 062307-39059715-12

INSURED CRESTON MODEL RAILROADERS
C/O AARON RICHARSON

ADDRESS 1402 KIRBY ST
CRESTON, IA 50801-2807

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
12-10-2012 ^{to}	12-10-2013

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

COMMON POLICY INFORMATION

BUSINESS DESCRIPTION: Club-Model Railroad

ENTITY: Non Profit Org

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S).	PREMIUM
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
COMMERCIAL GENERAL LIABILITY COVERAGE	\$11.00
MINIMUM PREMIUM ADJUSTMENT (GL)	216.00
TOTAL	\$227.00

FORMS THAT APPLY TO ALL COVERAGE PART SHOWN ABOVE (EXCEPT GARAGE LIABILITY, DEALER'S BLANKET, COMMERCIAL AUTOMOBILE, IF APPLICABLE)
55001 (01-87)

A Merit Rating Plan Factor of 0.95 Applies.

Countersigned By: _____

AUTO-OWNERS (MUTUAL) INS. CO.

Page 2

55040 (11/87)
Issued 10-25-2012

AGENCY HOMETOWN INSURANCE INC
07-0390-00 MKT TERR 031

Company POLICY NUMBER 062307-39059715-12
Bill

INSURED CRESTON MODEL RAILROADERS

Term 12-10-2012 to 12-10-2013

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE

General Aggregate (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal Injury And Advertising Injury	1,000,000
Each Occurrence	1,000,000
Damage to Premises Rented to You (Fire Damage)	50,000 Any One Premises
Medical Payments	5,000 Any One Person

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55300.

AUDIT TYPE: Non-Audited

FORMS THAT APPLY TO THIS COVERAGE: 59350 (01-08) 55146 (06-04) 55160 (12-04)
55300 (07-05) IL0276 (06-89) IL0017 (11-85) 55296 (09-09) 55439 (04-08)
IL0021 (07-02) 55537 (12-11)

LOCATION OF PREMISES YOU OWN, RENT OR OCCUPY

LOC 001 BLDG 001 116 W Adams St
Creston, IA 50801-3103

TERRITORY: 002 COUNTY: Union

Classification	Subline	Premium Basis	Rates	Premium
CODE 41670 Clubs - Civic, Service Or Social - No Buildings Or Premises Owned Or Leased Except For Office Purposes (Not-For Profit)	Prem/Op Prod/Comp Op	Members 10 10	Each 1 .985 .014	\$10.00 \$1.00

TERRORISM - CERTIFIED ACTS SEE FORM 59350, 55405, 59390

INCLUDED

LOCATION 001 PREMIUM \$11.00

RESOLUTION NO. ??? – 13

RESOLUTION APPROVING SALE OF CITY-OWNED REAL ESTATE IN CONJUNCTION WITH THE NEIGHBORHOOD STABILIZATION PROGRAM:

WHEREAS, the City of Creston desires to dispose of certain real estate in conjunction with the Neighborhood Stabilization Program, legally described as follows:

Lot Numbered Nine (9) in Block Numbered Two (2) in First Northern Addition to Creston, Union County, Iowa, also known as 505 North Elm Street, and;

WHEREAS, notice of the proposed sale and the terms and conditions thereof have been served upon the public, and the time of hearing has now passed and no objections have been made.

NOW, THEREFORE, BE IT RESOLVED by the CRESTON City Council that the City of CRESTON, Iowa, accept the offer of **KATE GUITER**, for the purchase of the following described real estate:

Lot Numbered Nine (9) in Block Numbered Two (2) in First Northern Addition to Creston, Union County, Iowa, also known as 505 North Elm Street, and;

This sale shall be subject to the following terms and conditions:

The proposed buyer, **KATE GUITER**, offers full price of \$68,000, requests a forgivable loan in the amount of \$31,518, requests closing costs be paid by seller, not to exceed \$2,000, requests that the electricity is functional in the garage and seller pays for repairs to foundation. The proposal is subject to the NSP approval, USDA requirements and City Code; upon receipt of payment in full, the above real estate shall be conveyed.

BE AND IT IS FURTHER RESOLVED that any Resolution in conflict herewith is hereby repealed.

This resolution was offered by _____ and seconded by _____ who moved its adoption.

ROLL CALL VOTE	AYE	NAY	ABSENT	ABSTAIN
Loyal Winborn				
Randy White				
Nancy Loudon				
Terri Koets				
Larry Wagner				
Marsha Wilson				
VACANCY				

WHEREUPON, the mayor declared said resolution passed this 5th day of March, 2013.

ATTEST:

WARREN WOODS
 MAYOR, CITY OF CRESTON

LISA WILLIAMSON
 CITY CLERK

SEAL

CERTIFICATE

STATE OF IOWA, COUNTY OF UNION, ss:

We, the duly elected, qualified and action Mayor of the City of CRESTON, Iowa, and the duly appointed, qualified, and acting City Clerk of the City of CRESTON, Iowa, do hereby certify that the above and foregoing Resolution is a true and exact copy of said Resolution passed and adopted by Council of the City of CRESTON, Iowa, at a regular meeting thereof on the 5th day of March, 2013.

WARREN WOODS, Mayor

LISA WILLIAMSON, City Clerk

SUBSCRIBED AND SWORN to before me this 5th day of March, 2013.

 Notary Public
 in and for the said county and state

RESOLUTION NO. ??? – 13

RESOLUTION TO APPROVE ADDENDUM #5 TO OFFER FOR REAL ESTATE LOCATED AT 505 N. ELM IN CONJUNCTION WITH THE NSP:

WHEREAS, by Resolution No. 53 – 13, the Creston City Council accepted an Offer to Purchase property in conjunction with the Neighborhood Stabilization Program on September 18, 2012, and;

WHEREAS, the property is legally described as follows:

Lot Numbered Nine (9) in Block Numbered Two (2) in First Northern Addition to Creston, Union County, Iowa, also known as 505 North Elm Street, and;

WHEREAS, the Buyer, Kate Guiter, has applied and been approved for USDA funds for her portion of paying for above-listed real estate, and;

WHEREAS, Ms. Guiter is requesting to extend the closing date to on or before April 15, 2013, and;

WHEREAS, the Creston City Council agrees this is in the best interest of all involved to extend the closing date to April 15, 2013.

BE AND IT IS HEREBY RESOLVED that the request for approval of Addendum #5 to Offer for Real Estate for property located at 505 N. Elm in conjunction with the NSP, shall be and is hereby approved.

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that any Resolution in conflict herewith is hereby repealed.

BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Creston City Council.

RESOLUTION NO. ??? – 13

RESOLUTION TO APPROVE ADDENDUM TO RESOLUTION 64 – 13 (RESOLUTION TO ADOPT PROPOSED CITY INFLOW & INFILTRATION (I & I) POLICY) BY INCLUDING HUD'S MOST RECENT INCOME LIMITS FOR UNION COUNTY, WHEN UPDATED, TO THE I & I POLICY

WHEREAS, on October 2, 2012, the Creston City Council adopted by Resolution 64 – 13, a City Inflow & Infiltration (I & I) Policy, and;

WHEREAS, the I & I Policy includes an I & I Hardship Assistance Program directed towards owner-occupied households in Creston with repairs to their sanitary sewer in order to be compliant with city code, and;

WHEREAS, the applicant must be at or below 80 percent of the HUD Income Limits in Union County per household size as one of the eligibility requirements for assistance, and;

WHEREAS, HUD's Income Limits for Union County are normally updated annually, and;

WHEREAS, upon review, it is determined that the addendum to the I & I Policy should include HUD's most recent Income Limits for Union County, when updated.

BE AND IT IS HEREBY RESOLVED that the addendum to the I & I Policy include HUD's most recent Income Limits for Union County, when updated, shall be and is hereby approved.

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that any Resolution in conflict herewith is hereby repealed.

BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Creston City Council.



Southern Iowa COG Housing Trust Fund
101 E Montgomery Street, PO Box 102
Creston, IA 50801

Phone: 641-782-8491
Fax: 641-782-8492

Creston I&I Hardship Assistance Program

SICOGHTF Application Form

The purpose of the **I&I Hardship Assistance Program** is to facilitate physical rehabilitation of privately owned sewer laterals for incorporated areas within the City of Creston. The City has created the program to encourage property owners to remove illegal connections to the sanitary sewer through the issuance of a forgivable loan to qualifying homeowners, thereby contributing to the protection of public health and the environment through the reduction of Inflow and Infiltration. Undesirable connections can allow rain and ground water to make its way into the sanitary sewer. The sewer system is not designed to handle this additional water flow, which can overtax the system and contribute to sewer overflows into streams and/or lakes. Proper maintenance also eliminates the possibility of sewer lateral overflows caused by line defects and blockages, which can result in significant wastewater damage both inside and outside a property. The city's program is being implemented consistent with Section 95 of the Creston Code of Ordinances.

Applicants for the forgivable loan program must:

- Own their home outright or have it financed through a lending institution.
- Live in the home where the repairs will be made.
- Have notification from the City of Creston as to the issue with the sewer lateral.
- Be at or below 80% of the HUD Income Limit in Union County per household size (updated annually).

Maximum Income Limits per Household	
Persons in Household	Income Limit in Total Gross (pre-tax) Dollars
1	\$33,500
2	\$38,300
3	\$43,100
4	\$47,850
5	\$51,700
6	\$55,550
7	\$59,350
8	\$63,200

Source: FY 2013 Income Limits Documentation System; January 2013. hud.gov

The forgivable loan available for each house is not to exceed \$5,000. All loans will be made based on the lowest competitive bid from a minimum of two contractors that are pre-approved by the City of Creston to perform the sewer repairs.

The loan will be made in the form of a 5-year receding forgivable loan. On the yearly anniversary of the loan 20% is forgiven until the balance of the loan is forgiven. If the homeowner sells, rents, moves out, or the home is no longer the owner's primary residence, the homeowner is required to repay any outstanding balance to the SICOGHTF.

Please call Lucas Young, Southern Iowa Council of Governments, 641-782-8491, with any questions.

NOTE: *The Creston I&I Hardship Assistance Program is a first come, first serve program and may end without cause.*



411 11th Street SW • Suite C
Spencer, IA 51301
712-580-4840 • 877-404-7676
www.infodogsecurity.com

Addendum A
CONFIDENTIAL DOCUMENT
DESTRUCTION SERVICES

SERVICE TO BE PROVIDED:

CONTAINER SERVICES: Regularly scheduled shredding of confidential documents Rate Table:

<u>Container</u>	<u>Price</u>
Executive Container	\$34.50
36 gallon Container	\$34.50
64 gallon Container	\$36.50
96 gallon Container	\$38.50
Additional container prices vary depending upon quantity	

<u># of containers</u>	<u>Selected Type</u>	<u>Price</u>
<u>1</u>	Executive Container	<u>\$ 30.00</u>
<u> </u>	Additional Containers	<u> </u>
<u> </u>	36 gallon Container	<u> </u>
<u> </u>	Additional Containers	<u> </u>
<u> </u>	64 gallon Container	<u> </u>
<u> </u>	Additional Containers	<u> </u>
<u> </u>	96 gallon Container	<u> </u>
<u> </u>	Additional Containers	<u> </u>
<u> </u>	Container Install Fee	<u> </u>

Frequency:

☒ 4 week ☐ 8 week ☐ On-demand

- Fuel Surcharge: None
- Handling Fee: In the event the documents need to be brought to ground level without access to an elevator and/or inappropriate non-paper materials need to be sorted out prior to shredding, an additional handling fee of \$5.00, may be assessed.
- Certificate of Destruction: provided with each shredding; per location
- Locking Confidential Document Containers: bins and/or consoles provided at no cost (see below)

SPECIAL INSTRUCTIONS

CALL WHEN WE GET ANOTHER
E-WASTE PURGE SO WE CAN
ADD THEM, THEY HAVE
8-10 HARDDRIVES TO DO IN
THE TOWERS \$18.00 PER IN
TOWER,
PURGE RATE: \$25.00 PER COPY OR KEY BAY,
4.00 PER FILE DRAWER OR LE
TAKE AUTO SERVICE OVER
ON 10/9/13
NOTIFY CUSTOMER 8/1/13
TO SEND CANCELLATION.
CUSTOMER GETS 1 TO 3 months
SERVICE FREE, DEPENDING ON LENGTH
AGREEMENT

OTHER SERVICES AVAILABLE:

RECORD PURGE: Periodic shredding of confidential documents; usually in storage

- Rate: \$0.19 per pound
- Fuel Surcharge: None
- Handling Fee: In the event the documents need to be brought to ground level without access to an elevator and/or inappropriate non-paper materials need to be sorted out prior to shredding, an additional handling fee of \$0.05 per pound may be assessed.
- Certificate of Destruction: provided with each shredding
- Locking Confidential Document Containers: additional bins available upon request (see below)
- Frequency: available upon request; requires advance scheduling

HARD DRIVE DESTRUCTION: Periodic destruction of computer and digital copier hard drives

- Rate: \$18.00 per hard drive
- Fuel Surcharge: None
- Certificate of Destruction: provided with each hard drive destruction appointment
- Frequency: available upon request; requires advance scheduling

CORPORATE EVENTS - COMMUNITY SHREDDING:

- Rate: \$115.00 per hour; minimum 2 hours required
- Certificate of Destruction: not provided
- Frequency: upon special request and schedule availability
- Customer agrees to obtain Company approval for any event advertising content

LOCKING CONFIDENTIAL DOCUMENT COLLECTION CONTAINERS:

- Company shall provide locking document collection containers to Customer for the sole purpose of collection and storage of documents to be shredded by Company.
- The containers shall remain the property of Company at all times and shall be returned to Company upon termination of this Agreement.
- Customer agrees to be responsible for replacement cost of any container(s) including the keys and collection bags damaged by Customer or its agents/employees while in Customer's possession.

MISCELLANEOUS:

- All shredded material will be removed and recycled by Company
- Customer may witness and/or audit Company's document destruction operations at any time, without prior advance notice, to insure destruction of all materials are being handled in accordance with the specifications of this Agreement.

Customer: CITY OF CRESTON 116 W. ADAMS BOX 449 CRESTON, IA. 50801

By: _____

Print Name: _____ Date: _____

Title: _____

Company: Info Dog Security, LLC

By: Mike Gregurich

Print Name: MIKE GREGURICH Date: 2/19/13

Title: SALES REP.



411 11th Street SW • Suite C
Spencer, IA 51301
712-580-4840 • 877-404-7676
www.infodogsecurity.com

CONFIDENTIAL DOCUMENT DESTRUCTION AGREEMENT

This Confidential Document Destruction Agreement ("Agreement") is entered into as of this 19 day of FEB, 2013 ("Effective Date") by and between **INFO DOG SECURITY, LLC** having a place of business at 411 11th Street SW, Suite C, Spencer, IA 51301 ("Company") and CITY OF CRESTON, having a place of business at 116 W. ADAMS ("Customer").

1. SERVICES

- 1.1 Services to be Furnished: Company will provide the services for the secure destruction of records ("Services") described on "Addendum A" attached hereto and made a part hereof. Company will furnish a Certificate of Destruction to Customer, upon request by Customer. The Services may, at Customer's option and as indicated on Addendum A, be performed as part of a regular schedule or pursuant to specific directions which Customer shall give Company from time to time. Customer may also request custom Services not set forth on "Addendum A", in which case Company will consult with Customer as to the terms and conditions of the Services requested.
- 1.2 Services to Affiliates and Subsidiaries: Customer's related, affiliated and subsidiary companies (including subsidiaries of affiliates) may acquire Services pursuant to this Agreement. Any such acquisition of Services will be evidenced by an Order executed by an authorized representative of the applicable affiliate or subsidiary in its own corporate name and referencing this Agreement. Invoices for such Services shall be directed to and be payable by such affiliate or subsidiary.
- 1.3 Services by Third Parties: Company may procure the services of any responsible third party to perform all or part of the Services, insofar as said third party complies with all security standards and procedures required of Company by Customer, and further that said third party shall accept in writing the fiduciary responsibility requisite of the transfer of custody. Company will remain liable for all Services performed for Customer. Company will record all custody transfers and/or the use of any subcontractor to render contracted services to the Customer, and make Customer aware of any use of any subcontractor, including their identity.

2. RESPONSIBILITIES

- 2.1 Right to Rely on Instructions: Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Customer's employees or any employee of Customer's affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so unless otherwise notified by customer of an approved only employee listing.
- 2.2 Compliance with Contracts, Laws and Regulations: Customer shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials delivered to Company. Company shall comply with applicable laws, statutes, regulations and ordinances.
- 2.3 Cooperation and Assistance: Customer shall cooperate with Company with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Customer's business operations, by providing to Company such information, data, access to premises, management decisions and approvals as may be reasonable to permit Company to perform the Services hereunder.
- 2.4 Hazardous Substances: Customer shall not deliver to Company any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including bio-hazard, Customer agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at their expense. And further to indemnify the Company from any property damage or personal injury resulting from such transfer of material.
- 2.5 Performance of Services: All Services performed by Company will be in a professional manner in accordance with industry standards and practices.
- 2.6 Material Descriptions: Itemized lists or descriptions of contents of materials submitted by the Customer to the Company shall be generally considered for recordkeeping, reconciliation, and reference purposes only, and are not to be considered proof that said documents contained on such lists and descriptions are in fact contained in the materials accepted. Company will make provision for validation of such document contents in advance and under special terms and fees at the request of the Customer.
- 2.7 Negotiable Items: Customer agrees to make Company aware in writing and in advance of any instance in which negotiable instruments, including but not limited to checks, bearer bonds, travels checks, or coupons will be sent to a single facility in a single service where the total combined amount of said instruments will be in excess of \$100,000.
- 2.8 Materials to be Shredded: Customer acknowledges that paper clips, rubber bands, CDs, and diskettes are acceptable to have intermixed with office paper. Heavier metals such as, but not limited to: 3-ring binders, hanging file folders, large binder clips, tools; as well as vinyl, plastics, x-rays and/or other general waste products are not acceptable for shredding. Customer assumes responsibility for any damage to Company's equipment caused by submission of any foreign or inappropriate materials for destruction.
- 2.9 Insurance: Company shall maintain reasonable coverage of insurance during the terms of this Agreement in accordance with industry standards including, but not limited to: workman's compensation, general liability, auto liability, professional liability, and dishonesty bond. Upon request of Customer, Company shall provide proof of such insurance coverage.
3. **FEES AND PAYMENTS** - All standard charges for Services under this Agreement shall be as specified on "Addendum A". The prices set forth in Exhibit A shall remain in effect for the first twelve (12) months of this Agreement. Thereafter, price adjustments shall be made only after thirty (30) days' prior written notice. For any service requested by Customer that is not listed on "Addendum A", the charges will be as agreed to in writing by Customer and Company prior to the rendering of such Service. Invoices shall be due and payable within thirty (30) days from receipt of the applicable invoice. Amounts due and not paid within thirty (30) days after Customer's receipt of the invoice may bear interest at the rate of one and one-half per cent (1.50%) per month.

4. **CONFIDENTIALITY** - "Confidential Information" means any information relating to Customer's property, business and affairs. Unless such Confidential Information was previously known to Company free of any obligation to keep it confidential, is subsequently made public by Customer or by a third party having a legal right to make such disclosure, or was known to Company prior to receipt of same from Customer, it shall be held in confidence by Company and shall be used only for the purposes provided in this Agreement. Company shall use the same degree of care to safeguard your Confidential Information as it uses to safeguard its own. However, Company may comply with any subpoena or similar order related to materials delivered to Company; provided that it shall, unless prohibited by law, notify Customer promptly of any such subpoena or notice. Customer shall pay Company's reasonable costs for such compliance.

5. **TERM AND TERMINATION**

5.1 Term: This Agreement shall commence on the Effective Date set forth above, and unless otherwise terminated in accordance with Section 5.2, shall continue in effect for one year, with automatic renewal for successive one-year terms, unless written notice of nonrenewal is delivered by either party to the other not less than thirty (90 days prior to the date of expiration of such term.

5.2 Termination: Either party may terminate this Agreement if the other is in material or repeated breach of any of its obligations hereunder and the breaching party has not cured the breach within ninety (90) days after written notice from the nonbreaching party. In the event of any such termination, all amounts due for Services rendered up to the effective date of termination shall become due and payable. Upon termination, Customer shall return (or permit Company to retrieve) all Company bins and other property kept at Customer's site, and Company shall have no obligation to provide further Services to Customer.

5.3 No Fault Termination: Should Customer wish to terminate this agreement after the initial term and prior to the Renewal Term completion date, a minimum of 120 day notice must be given to company.

6. **CLAIMS AND DISPUTE RESOLUTION**

6.1 Time for Presenting Claims: Customer must present any claim with respect to any Service in writing to Company within a reasonable time and in no case later than three (3) months after the occurrence of the event on which the claim is based.

6.2 Arbitration: Any claim, controversy, or dispute arising out of or relating to this Agreement, or any interpretation or breach of this Agreement or performance under this Agreement, including without limitation any dispute concerning the scope of this Article 6, that cannot be resolved within fifteen (15) days by informal discussions between the parties, shall be resolved by submission to final, binding and nonappealable arbitration, without any right by either party to trial de novo in any court. Such arbitration and all pre-hearing, hearing, and post-hearing arbitration procedures, including for discovery, disclosure of arbitrator's interests, and challenge of designation of any arbitrator, shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. A single arbitrator shall be selected by the American Arbitration Association.

6.3 Services during Arbitration: During any arbitration proceedings, Company shall continue to provide Services, and Customer shall continue to make payments to Company, in accordance with this Agreement. The fact that arbitration is or may be allowed shall not impair the exercise of any termination rights under this Agreement.

7. **LIABILITY AND WARRANTY**

7.1 Limitation of Liability: Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to Company's negligence or willful misconduct. Company's maximum liability for any and all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to the Services provided at the particular Customer location during the six (6) months preceding the event which gives rise to a claim. In no event shall Company be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory.

7.2 Ownership Warranty: Customer warrants that it is the owner, legal custodian or otherwise has the right to deliver for confidential destruction any and all materials Customer provides Company hereunder. Customer shall reimburse Company for any expenses reasonably incurred by Company (including reasonable legal fees) by reason of Company complying with its obligations under this Agreement to destroy such materials in the event of a dispute concerning the destruction of the materials provided by Customer to Company.

8. **MISCELLANEOUS**

8.1 Notices: All notices hereunder shall be in writing and addressed to either party at its address set forth above (or to such other address as either party may specify by notice given in accordance with this Section). Notices to Company shall be sent to the attention of its Owner.

8.2 Binding Nature and Assignment: This Agreement shall be binding on the parties and their respective successors and assigns. Except as permitted by Section 1.3 above, neither party may assign this Agreement, except to an affiliate, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

8.3 Force Majeure: Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays, equipment failure or other causes beyond its control.

8.4 Relationship of Parties: Company is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Company under this Agreement.

8.5 Entire Agreement: This Agreement constitutes the entire agreement between Company and Customer with respect to the subject matter of this Agreement. No change, waiver, or discharge of this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. Except as provided in Section 3, this Agreement may be amended only by an amendment in writing signed by Customer and Company.

8.6 Invalidity: If any provision of this Agreement is declared invalid by any tribunal of competent jurisdiction, then such provision shall automatically be adjusted to the minimum extent necessary to the requirements for validity as declared at such time and as so adjusted shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.

8.7 Red Flag Rule Compliance: Identity Theft Prevention and Detection: In the event that Company (or "Business Associate") is retained to perform information destruction services in connection with "covered accounts" as defined by the regulations listed at 16 C.F.R. § 681.1 et. seq. (the "Red Flag Rule"), and these services are identified by Customer (Covered Entity), Company shall have policies and procedures to detect relevant Red Flags that may arise in the performance of the service provider's activities (if any), and shall either report the Red Flags to the (Covered Entity) or to take appropriate steps to prevent or mitigate identity theft in connection with these Red Flags. Company agrees to reasonably cooperate with any subsequent investigation by or on behalf of the Customer related to such notification by the Company.

8.8 HIPAA and GLBA compliance:

____ Company and Customer agree to check the line next to this item if a Health Insurance Portability and Accountability HIPAA Disclosure form is required for confidential document management services for Customer. Attached to this Agreement and marked "Addendum B" is the HIPAA Agreement by the parties hereto.

____ Company and Customer agree to check the line next to this item if a GRAMM-LEACH-BLILEY ACT Agreement form is required for confidential document management services for Customer. Attached to this Agreement and marked "Addendum C" is the GLBA Agreement by the parties hereto.

8.8 Exclusivity: Customer agrees to retain Company on an exclusive basis at all facilities covered by this agreement for the term of this contract.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by its duly authorized representative as of the Effective Date first set forth above.

CUSTOMER:

By: _____

Name/Title: _____

Date: _____

COMPANY: INFO DOG SECURITY, LLC

By: Mike Gagurich

Name/Title: MIKE GAGURICH

Date: 2/19/13



411 11th Street SW • Suite C
Spencer, IA 51301
712-580-4840 • 877-404-7676
www.infodogsecurity.com

**Addendum B
HIPAA AGREEMENT
BUSINESS ASSOCIATE'S
AGREEMENT**

This Business Associate Agreement is hereby entered into as of this 9 day of Oct, 2013 ("Effective Date") by and between INFO DOG SECURITY, LLC having a place of business at 411 11th Street SW, Suite C, Spencer, IA 51301 ("Company") and CITY OF CRESTON having a place of business at 116 W. ADAMS ("Customer"), effective as of the Effective Date. This Business Associate Agreement supplements the Confidential Document Destruction Agreement entered into between Company and Customer ("Agreement") pursuant to which Company is providing services for the confidential destruction of records ("Services").

Company and Customer are entering into this Business Associate Agreement in order for both parties to meet the relevant requirements of HIPAA (hereinafter defined), as well as the provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), along with any accompanying regulations, under which Customer is a "Covered Entity" and Company is a "Business Associate" of Customer. If and to the extent that Customer is not, or subsequently fails to continue to be, a Covered Entity (as defined in HIPAA), or Company is not, or fails to continue to be, a Business Associate (as defined in HIPAA), this Business Associate Agreement shall be of no effect.

This Business Associate Agreement shall be effective only if the Agreement remains in full force and effect and, if so in effect, this Business Associate Agreement shall be effective as of the Effective Date set forth above, with the condition that the requirements mandated by the HITECH Act shall not take effect until February 17, 2010, or such later date as that Act (or any specific component of it) is made effective by law or regulation.

1. Definitions:

Capitalized terms not otherwise defined in this Business Associate Agreement or the Confidential Document Destruction Agreement shall have the meanings given to them in HIPAA or the HITECH Act and are incorporated herein by reference.

"Business Associate" shall mean Company.

"Covered Entity" shall mean Customer.

"HIPAA" shall mean the HIPAA Privacy Rule and the HIPAA Security Rule implemented pursuant to the Health Insurance Portability and Accountability Act of 1996, as the same may, from time to time, be amended. The HIPAA Privacy Rule is the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, part 160 and part 164, subparts A and E. The HIPAA Security Rule is the HIPAA Security Standards (45 C.F.R. Parts 160, 162 and 164).

The "HITECH Act" shall mean the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 and any accompanying regulations (the "HITECH Act").

"Protected Health Information" or "PHI" shall have the same meaning as the term 'protected health information' in 45 CFR 164.501 and shall be limited to the information created or received by the Business Associate from or on behalf of Covered Entity.

2. Obligations and Activities of Business Associate Under the HIPAA Privacy Rule to the Extent Applicable to the Services Provided Under the Agreement.

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Business Associate Agreement, the Agreement or as Required by Law, consistent with the HITECH Act. Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of Covered Entity, as specified in the terms of the Agreement and consistent with the HITECH Act. Such use, disclosure or request of PHI shall utilize a limited data set if practicable or otherwise the minimum necessary PHI to accomplish the intended result of the use, disclosure or request.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Business Associate Agreement or the Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Business Associate Agreement or the Agreement. In addition, Business Associate will report, following discovery and without unreasonable delay, any "Breach" of "Unsecured Protected Health Information" as defined by the HITECH Act and any implementing regulations. Any such report shall include the identification (if known) of each

individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions that apply through this Business Associate Agreement with respect to such information.
- (f) To the extent (if any) that Business Associate maintains a Designated Record Set for Covered Entity, and is notified of such by Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity, to the Covered Entity to PHI in a Designated Record Set, so that the Covered Entity may respond to an Individual in order to meet the requirements under 45 CFR 164.524, including any requirements of the HITECH Act, where applicable, where identified as applicable by Covered Entity, including the date (if any) of such applicability, and where Business Associate agrees to HITECH's applicability.
- (g) To the extent (if any) that Business Associate maintains a Designated Record Set for Covered Entity, and is notified of such by Covered Entity, if an amendment to PHI in a Designated Record Set is required, then the Covered Entity shall instruct the Business Associate to retrieve the record or any other such document identified by Covered Entity in a Designated Record Set so that the Covered Entity may make any such amendment to the PHI as may be required by either the Covered Entity or an Individual.
- (h) Business Associate agrees to make its internal practices, books and records relating solely to the use and disclosure of PHI created or received by Business Associate hereunder, on behalf of Covered Entity, available to the Secretary, upon request of the Secretary or the Covered Entity, upon receiving not less than five (5) days advance written notification by the Covered Entity, for the purpose of determining whether Covered Entity is in compliance with relevant HIPAA requirements.
- (i) Where requested by Covered Entity in connection with a specific request from an Individual and consistent with this paragraph, Business Associate agrees to document as set forth below such disclosures of PHI (but only to the extent that Covered Entity has provided Business Associate with sufficient information to know that PHI may reside in the records or other such documents delivered by Covered Entity to Business Associate). Subject to Covered Entity providing Business Associate with sufficient information upon which to make a determination as to the existence of PHI in records or such other documents delivered by Covered Entity to Business Associate, the documentation of such disclosures shall contain such information related to such disclosures as would be required for Covered Entity to respond to the request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and the HITECH Act, where applicable, where identified as applicable by Covered Entity, including the date (if any) of such applicability, and where Business Associate agrees to HITECH's applicability.
- (j) Business Associate agrees to provide to Covered Entity in a time and manner reasonably designated by Covered Entity, information collected in accordance with Section 2(i) of this Business Associate Agreement, to permit the Covered Entity to respond to a specific request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (k) Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except where permitted by the Agreement and consistent with the HITECH Act.

3. Obligation of Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

4. Obligations and Activities of Business Associate Under the HIPAA Security Rule to the Extent Applicable to the Services Provided Under the Agreement

- (a) Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, consistent with the safeguards as implemented and required by the HITECH Act. The term "electronic Protected Health Information" or "Electronic Protected Health Information" has the meaning set forth in 45 Code of Federal Regulations Section 160.103, as amended from time to time and generally means PHI that is transmitted or maintained in any electronic media.
- (b) Business Associate will ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it.
- (c) Business Associate will report to the Covered Entity and Security Incident (as that term is defined in the HIPAA Security Standards) that results in the unauthorized access, use, disclosure, modification, or destruction of Covered Entity's electronic Protected Health Information of which it becomes aware.
- (d) Business Associate will make Business Associate's policies and procedures and documentation required by the HIPAA Security Standards related to these Safeguards available to the Secretary of HHS for purposes of determining Covered Entity's compliance with the HIPAA Security Standards.

5. Term and Termination.

- (a) **Term.** The Term shall commence as of the Effective Date set forth above, and, in connection with Business Associate's obligations with respect to the PHI, shall terminate upon the later to occur of (i) the expiration of the Agreement or (ii) when all PHI provided by Covered Entity to Business Associate, or created or received by Business Associate, on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 5.
- (b) **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within not more than thirty (30) days following Business Associate's receipt of a written notice from Covered Entity setting forth the details of such material breach, then Covered Entity shall have the right to immediately terminate this Business Associate Agreement and the Agreement identified. Alternatively, if such failure cannot reasonably be cured, Covered Entity may report Business Associate to the HHS Secretary.
- (c) Further, upon Business Associate's knowledge of a material breach by Covered Entity, Business Associate shall provide an opportunity for Covered Entity to cure the breach. If Covered Entity does not cure the breach within not more than thirty (30) days following Covered Entity's receipt of a written notice from Business Associate setting forth the details of such material breach, then Business Associate shall have the right to immediately terminate this Business Associate Agreement and the Agreement identified. Alternatively, if such failure cannot reasonably be cured, Business Associate may report Covered Entity to the HHS Secretary

(d) Effect of Termination.

1. Upon termination of this Business Associate Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such PHI and in further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

6. Miscellaneous.

- (a) Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule, the Security Rule or the HITECH Act (including any accompanying regulations) means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment. The parties agree to negotiate in good faith any amendment to this Business Associate Agreement that may be required from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule or the HITECH Act (including any accompanying regulations). If the parties cannot reach mutual agreement on the terms of any such amendment within sixty (60) days following the date of receipt of any such written request made by Covered Entity to Business Associate, then the Covered Entity shall have the right to terminate this Business Associate Agreement and Agreement upon providing not less than thirty (30) days' written notice to Business Associate.
- (c) Survival. The respective rights and obligations of Business Associate under Section 5(d) above of this Agreement shall survive the termination of this Agreement.
- (d) No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

IN WITNESS WHEREOF, the parties have signed this HIPAA as of the day and year first above written.

Customer / Covered Entity:

By: _____

Print Name: _____ Date: _____

Title: _____

Company: Info Dog Security, LLC

By: Mike Gurguich _____

Print Name: MIKE GURGUICH _____ Date: 2/19/13

Title: SALES REP. _____

RECD FEB 28 2013

LAW OFFICE

ARNOLD O. KENYON III
ODD G. NIELSEN

KENYON & NIELSEN, P.C.
ATTORNEYS AND COUNSELORS AT LAW
211 N. MAPLE STREET
CRESTON, IOWA 50801

AREA CODE 641
TELEPHONE 782-7007
FAX 782-6795
KenyonandNielsenLaw.com

February 26, 2013

RE: **CRESTON FARM & HOME**
408 South Sumner Avenue
Creston, IA 50801

Dear City Council:

I have received a signed Acknowledgment/Settlement Agreement regarding the violation of tobacco laws by the above captioned permittee. A copy is enclosed for your records.

I have also enclosed an Order form, accepting this agreement in lieu of a public hearing and concluding this matter. Please approve and sign this Order at your next regularly scheduled meeting. The Original signed Order should then be sent to the permit holder. A copy should be returned to me, **Arnold O. Kenyon, III, Creston City Attorney, 211 North Maple, Creston, IA 50801.**

Thank you for your assistance. Please call me at **(641)782-7007** if you have any questions.

Yours very truly,

Arnold O. Kenyon, III
City Attorney

AOK,III/mack

Enclosure

cc: Mayor Warren Woods

#city

RESOLUTION NO. _____

RESOLUTION FOR APPROVING THE ACKNOWLEDGMENT AND SETTLEMENT AGREEMENT:

WHEREAS, a public hearing had been set for April 16, 2013 in regard to the hearing complaint violation filed against **CRESTON FARM & HOME** for violating the tobacco statutes;

WHEREAS, a representative of **CRESTON FARM & HOME** has executed an Acknowledgment and Settlement Agreement and will submit to a thirty(30) suspension of their cigarette permit commencing April 1, 2013 in lieu of participating in the hearing on this date;

WHEREAS, it would be appropriate at this time to approve the Acknowledgment and Settlement Agreement and direct the Mayor to execute the Order Accepting the Agreement.

BE AND IT IS HEREBY RESOLVED that the Acknowledgment and Settlement Agreement shall be approved and the Mayor shall be authorized to execute the Order approving same.

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that any Resolution in conflict herewith is hereby repealed.

BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Creston City Council.

PASSED AND APPROVED this _____ day of _____, 20_____.

WARREN WOODS
Mayor, City of Creston

ATTEST:

LISA WILLIAMSON
Clerk, City of Creston

BEFORE THE CRESTON CITY COUNCIL

<p>IN RE:</p> <p>CRESTON FARM & HOME 408 South Sumner Avenue Creston, IA 50801</p>	<p>ORDER ASSESSING PENALTY 2ND VIOLATION</p>
---	--

ON this ____ day of _____, 20____, after a public hearing on the matter, the
Creston.

City Council finds that based upon evidence submitted by the Creston City Attorney's Office, the
above captioned permittee committed a second violation of Iowa Code Section 453A.2(1),
selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person
under eighteen (18) years of age.

THEREFORE, the Creston City Council, hereby orders that a civil penalty of a thirty (30)
day cigarette permit suspension be executed against the above captioned permittee effective April
1, 2013. This sanction will count as a second violation of Iowa Code Section 453A.2(1),
pursuant to Iowa Code Section 453A.22(2)(b).

WARREN WOODS
Mayor, City of Creston

ATTEST:

LISA WILLIAMSON
Clerk, City of Creston

BEFORE THE CRESTON CITY COUNCIL

<p>IN RE:</p> <p>CRESTON FARM & HOME 408 South Sumner Avenue Creston, IA 50801</p>	<p>ORDER ACCEPTING ACKNOWLEDGMENT/ SETTLEMENT AGREEMENT 2ND VIOLATION</p>
---	--

ON THIS _____ day of _____, 20____, in lieu of a public hearing on the matter, the Creston City Council approves the attached Acknowledgment/Settlement Agreement between the above captioned permittee and the City of Creston.

Pursuant to the Agreement, IT IS THEREFORE ORDERED that a civil penalty of a thirty (30) day cigarette permit suspension be executed against the above captioned permittee effective April 1, 2013. This sanction will count as a second violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(b).

WARREN WOODS
Mayor, City of Creston

ATTEST:

LISA WILLIAMSON
Clerk, City of Creston

BEFORE THE CRESTON CITY COUNCIL

IN RE: CRESTON FARM & HOME 408 South Sumner Avenue Creston, IA 50801	ACKNOWLEDGMENT SETTLEMENT AGREEMENT 2ND VIOLATION
--	---

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "Second Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) understand that the penalty for this second violation is a suspension of my (our) cigarette permit for thirty (30) days, beginning on the date that will be specified in the official city/county order that I will receive, or a fine of \$1500, payable to the City of Creston.

Bryan D. Moutek

Bj D Muth

2/25/13

DATE

Stuart 4/1/2013

NOTE: *This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.*

*If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, should be returned to: **Arnold O. Kenyon, III, Creston City Attorney, 211 North Maple, Creston, IA 50801.***

REC'D MAR 01 2013

LAW OFFICE

ARNOLD O. KENYON III
ODD G. NIELSEN

KENYON & NIELSEN, P.C.
ATTORNEYS AND COUNSELORS AT LAW
211 N. MAPLE STREET
CRESTON, IOWA 50801

AREA CODE 641
TELEPHONE 782-7007
FAX 782-6795
KenyonandNielsenLaw.com

February 27, 2013

RE: **CASEY'S STORE #3**
200 South Elm Street
Creston, IA 50801

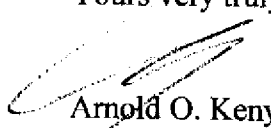
Dear City Council:

I have received a signed Acknowledgment/Settlement Agreement regarding the violation of tobacco laws by the above captioned permittee. *A copy is enclosed for your records.*

I have also enclosed an Order form, accepting this agreement in lieu of a public hearing and concluding this matter. Please approve and sign this Order at your next regularly scheduled meeting. The Original signed Order should then be sent to the permit holder. A copy should be returned to me, **Arnold O. Kenyon, III, Creston City Attorney, 211 North Maple, Creston, IA 50801.**

Thank you for your assistance. Please call me at **(641)782-7007** if you have any questions.

Yours very truly,



Arnold O. Kenyon, III
City Attorney

AOK,III/mack

Enclosure

cc: Mayor Warren Woods
#city

RESOLUTION NO. _____

RESOLUTION FOR APPROVING THE ACKNOWLEDGMENT AND SETTLEMENT AGREEMENT:

WHEREAS, a public hearing had been set for Apr. 16, 2013 in regard to the hearing complaint violation filed against **CASEY'S STORE #3** for violating the tobacco statutes;

WHEREAS, a representative of **CASEY'S STORE #3** has executed an Acknowledgment and Settlement Agreement and paid the \$300.00 payment in lieu of participating in the hearing on this date;

WHEREAS, it would be appropriate at this time to approve the Acknowledgment and Settlement Agreement and direct the Mayor to execute the Order Accepting the Agreement.

BE AND IT IS HEREBY RESOLVED that the Acknowledgment and Settlement Agreement shall be approved and the Mayor shall be authorized to execute the Order approving same.

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that any Resolution in conflict herewith is hereby repealed.

BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Creston City Council.

PASSED AND APPROVED this _____ day of _____, 20_____.

WARREN WOODS
Mayor, City of Creston

ATTEST:

LISA WILLIAMSON
Clerk, City of Creston

BEFORE THE CRESTON CITY COUNCIL

<p>IN RE:</p> <p>CASEY'S STORE #3 200 South Elm Street Creston, IA 50801</p>	<p>ORDER ACCEPTING ACKNOWLEDGMENT/ SETTLEMENT AGREEMENT 1ST VIOLATION</p>
---	--

ON THIS _____ day of _____, 20____, in lieu of a public hearing on the matter, the Creston City Council approves the attached Acknowledgment/Settlement Agreement between the above captioned permittee and the City of Creston.

THEREFORE, the Creston City Council FINDS that the above captioned permittee has remitted to the City of Creston a civil penalty in the amount of Three Hundred and No/100 Dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

IT IS, THEREFORE, ORDERED that the judgment in this matter is hereby satisfied.

WARREN WOODS
Mayor, City of Creston

ATTEST:

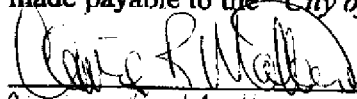
LISA WILLIAMSON
Clerk, City of Creston

BEFORE THE CRESTON CITY COUNCIL

IN RE: CASEY'S STORE #3 200 South Elm Street Creston, IA 50801	ACKNOWLEDGMENT SETTLEMENT AGREEMENT 1ST VIOLATION
--	---

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for the amount of \$300.00 made payable to the "City of Creston" to settle the above reference complaint.



Claire R. Mathan
Legal Counsel

2-22-13

DATE

NOTE: *This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.*

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with you \$300.00 check made payable to the "City of Creston", should be returned to: Arnold O. Kenyon, III, Creston City Attorney, 211 North Maple, Creston, IA 50801.

REIMBURSEMENT OF TRAINING EXPENSES AGREEMENT

This agreement is entered into by the City of Creston, Iowa, hereinafter referred to as "City" and (Samuel Abell) hereinafter referred to as "Employee".

THE INTENT OF THIS AGREEMENT IS TO PROVIDE TRAINING OF (Samuel Abell) AS A POLICE OFFICER, AND TO SPECIFY THE CONSIDERATION THAT (Samuel Abell) PROVIDE THE CITY IN RETURN FOR TRAINING. THIS DOCUMENT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT, WHICH WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON (Samuel Abell).

1. The City and the Employee agree that the Employee will attend the Iowa Law Enforcement Academy or other ILEA designated training facility authorized to provide certification training at the expense of the City to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. The training at the Academy is scheduled to begin (September 3, 2013). The City shall pay the expense of training and shall pay the employee's regular wages during this training. The Employee agrees that he or she will be responsible for reimbursing the City in accordance with the rules for reimbursement as stated hereafter in this agreement. The expenses which the Employee agrees to reimburse include, City's cost of the Employee's paid time (gross wages, pension (MFPRSI), federal withholding tax, state withholding tax, Medicare, health insurance & worker's compensation insurance) while attending the Academy, as well as the City's expenditure for the Employee's mileage, food, lodging, clothing/shoes, ammunition, books/manuals and tuition while attending the academy. All of these reimbursable costs are referred to generally as "total training expenses". The Employee will not be responsible for reimbursing the City for any time spent by the Employee performing services such as dispatching, filing, patrol work, or other work assigned by the City. An estimate of the costs of the "total training expenses" as set out above is listed on Exhibit "A", which is attached hereto and by this reference incorporated into this Agreement. "Total training expenses" will be based on the actual cost incurred by the City as these costs become known.
2. The Employee may, at the City's option, be required to work for the Creston Police Department while attending the training program, and may be required to patrol, dispatch, operate computer system, perform clerical tasks, or do other duties as assigned by the Chief of Police or the Chief's designees. The hours expended by the Employee in attendance at the training course and service to the police department shall be subject to the same limitations and compensatory time policies as apply to all police officers of the City.
3. The Employee shall have a probationary period consistent with the Union Contract, City Personnel Policies and/or the Code of Iowa.

4. The Employee shall serve as a full-time police officer of the City, after graduation from the Iowa Law Enforcement Academy or any other training facility designated by the ILEA and meeting all criteria needed to receive proper certification.
5. In the event the Employee does not successfully complete the training program, the Employee shall be released from employment with the City, and the Employee shall reimburse the City for its "total training expenses" incurred to that date in accordance with the terms set forth in this agreement.
6. In the event the Employee voluntarily resigns from the Creston Police Department without having served as a certified police officer for at least three years, the Employee shall reimburse the City for total training expenses incurred per the following schedule:
 - a. The amount of reimbursement shall be determined as follows:
 1. If the Employee resigns less than six months **following completion of approved training**, one hundred percent of the total training expenses.
 2. If the Employee resigns six months or more, but less than one year **following completion of approved training**, seventy-five percent of the total training expenses.
 3. If the Employee resigns one year or more, but less than two years **following completion of approved training**, fifty percent of the total training expenses.
 4. If the Employee resigns two years or more, but less than three years **after completion of approved training**, twenty-five percent of the total training expenses.
7. If the Employee is dismissed during the probationary period, or properly terminated without having served as a certified police officer for at least three years, the employee shall reimburse the City for total training expenses incurred. If the Employee is dismissed solely at the discretion of the City, the Employee shall not be required to pay the City for any unpaid training costs owed.
8. At the end of three years as a certified police officer with the City, the amount owed for training expenses by Employee shall be zero dollars.
9. Payment of any training costs owed to the City by the Employee shall be made in either a lump sum payment or consecutive monthly payments. The lump sum payment, or the first monthly payment, is due thirty days from the last day of employment. Monthly payments shall be made in accordance with the following schedule: Minimum Monthly Payment Annual Interest Rate

\$200

8%

Although the minimum monthly payment is set at \$200, the entire balance must be paid in no more than 48 months. If the employee elects to make a lump sum payment within thirty days of the last day of employment, the City will discount

the balance due by 10%. Additionally, at any time during the repayment period the employee elects to pay off the balance, the City will discount this amount by 10%.

10. If the Employee is killed or permanently and totally disabled as defined in Chapter 411 of the Iowa Code, while in the employ of the City any training expenses shall be considered reimbursed in full.
11. This agreement may be amended or canceled only upon written agreement of both the City and the Employee.
12. The Employee shall notify the City of the Employee's place of residence while in the employ of the City and/or until such time as the debt for total training expenses is satisfied in full.
13. If reimbursement is not made in accordance with this agreement, the employee understands that the City, at its option, may seek the Employee's decertification as an Iowa law enforcement officer. Additionally, the City reserves the option of seeking reimbursement through civil action.
14. **THE EMPLOYEE DOES FURTHER HEREBY EXPRESSLY ACKNOWLEDGE AND UNDERSTAND THAT THE REIMBURSEMENT OBLIGATION SET FORTH HEREUNDER IS MANDATORY. IN OTHER WORDS, WHILE THE CITY HAS THE DISCRETION TO DETERMINE WHETHER TO SEEK DECERTIFICATION OF THE EMPLOYEE AS A LAW ENFORCEMENT OFFICER, NO SUCH AFFIRMATIVE ELECTION OF ENFORCEMENT IS REQUIRED FOR REIMBURSEMENT HEREUNDER. FAILURE ON THE PART OF THE EMPLOYEE TO SATISFY THE EMPLOYEE'S EMPLOYMENT OBLIGATION DURING THE REIMBURSEMENT PERIOD HEREUNDER SHALL AUTOMATICALLY TRIGGER MANDATORY REIMBURSEMENT OF TOTAL TRAINING EXPENSES UNDER THIS AGREEMENT.**
15. This agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit, or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Union County, Iowa. The parties hereto irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereby expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.
16. If any section, subsection, term or provision of this agreement or the application

thereof to the EMPLOYEE, the CITY or a particular circumstance shall, at any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the EMPLOYEE, the CITY or particular circumstances other than that for which it was held valid or invalid or enforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent of the law.

17. The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.
18. Both the EMPLOYEE and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding reimbursement of Total Training Expenses by the EMPLOYEE, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or consideration have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the EMPLOYEE and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in the Agreement.

I have read this agreement and fully understand that I may be obligated to repay the total training expenses that are incurred on my behalf while receiving training at the Iowa Law Enforcement Academy or ILEA designated training facility. I further acknowledge that my signature is voluntary and this agreement was signed before beginning employment with the City of Creston.

Executed this _____ day of _____, 2013

City of Creston, Iowa

Employee's Name

By: _____
Mayor Warren Woods

Attest: _____
Paul Ver Meer, Chief of Police

Attest: _____
Lisa Williamson, City Clerk

EXHIBIT A
ESTIMATE OF "TOTAL TRAINING EXPENSES"

The following is an **"estimate only"** of expenses which will be incurred by the City of Creston to provide Iowa Law Enforcement Academy Basic Training Certification or ILEA designated training facility to provide certification training.

PAID TIME

Gross Wages	approximately \$10,595.20
MFPRSI Pension	approximately \$2,767.48
Federal Withholding Tax	approximately \$2,648.80
State Withholding Tax	approximately \$839.13
Medicare	approximately \$153.63
Worker's Compensation Insurance	approximately \$331.62
Health Insurance – Single Plus Plan	approximately \$710.57 per month

MILEAGE

From Union County LEC: 150 miles x 14 weeks x \$0.565 per mile = \$1,186.50
Otherwise it depends on arrangement between the city and the employee.

FOOD

14 Weeks = approximately \$1,173.48

CLOTHING

Gym clothes, running shoes and blue utility clothing = approximately \$239.22

AMMUNITION

250 rounds of duty ammunition for qualifications = approximately \$125

TUITION

Approximately \$5,000

BOOKS / MANUALS / DVD

Approximately \$135

TOTAL ESTIMATED TRAINING COSTS

Approximately \$26,670.90 (dependent upon participation/choice in health care plan)



LaMair - Mulock - Condon Co.

Employee Benefits Consulting and Brokerage Services

For:

**CITY OF
CRESTON, Iowa**

LMC Service Model

- Why Do Business with LMC?
 - Consultation
 - Strategic Partners
 - Health Management Services
 - Employee Advocacy
 - Employer Administrative Services
- Moving Forward

Why Do Business with LMC?

Consultation

- Program Design
 - Carrier/TPA Selection
 - Self Funding
 - Grandfathered Status
 - Community Based Programs
 - Captive and Trust Solutions
 - Cost Control
- PPACA Compliance
 - 105H (Non-Discrimination)
 - W2 Reporting
 - Full Time Status
 - Health Insurance Exchanges
 - Summary of Benefits Coverage

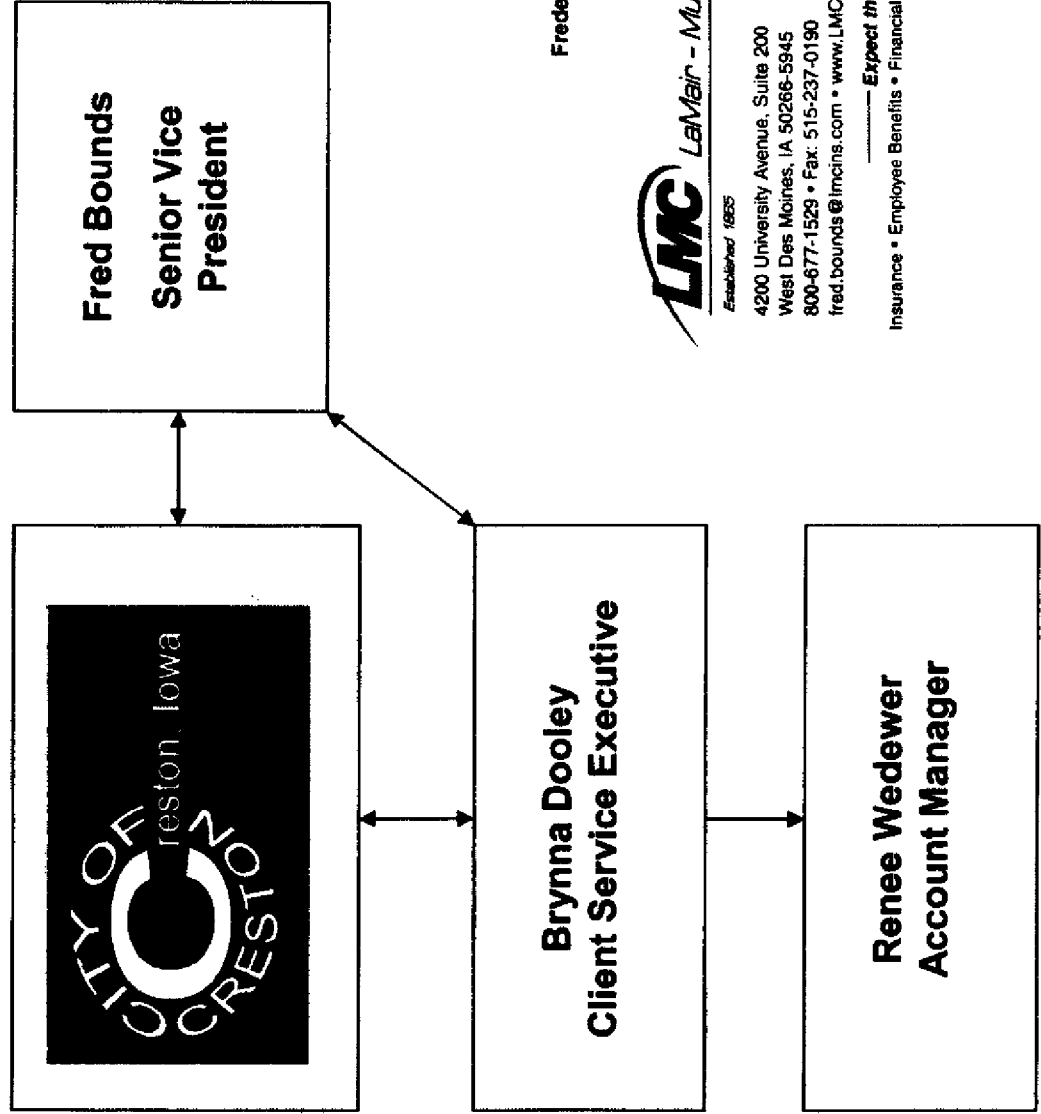
- Total Benefits Program Coordination



LMC Service Model

- Consultative Approach
- Marketing and Analysis
- Dedicated Account Team
- Compliance / Zywave
- Employee Communications
- Open Enrollment Meetings
- Reporting
- Compliance

Dedicated Team



Frederick S. Bounds, ALCM, ARM
Senior Vice President
Direct: 515-237-0187
Cell: 563-542-5223



LaMair - Mulock - Condon Co.

Established 1935

4200 University Avenue, Suite 200
West Des Moines, IA 50266-5945
800-677-1529 • Fax: 515-237-0190
fred.bounds@lmcins.com • www.LMCinsurance.com



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Consulting Agreement

This Consulting Agreement, hereinafter referred to as "Agreement" is between City of Creston, hereinafter referred to as "Client" and LaMair-Mulock-Condon Co., (LMC) hereinafter referred to as "Consultant."

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration and communication with respect to its employee benefit programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

Consultant will provide Client with consulting and brokerage services for the following compensation and benefit programs listed below:

- Medical
 - Prescription Drug
 - Dental
 - Vision
 - Short Term Disability/Salary Continuation
 - Long Term Disability
 - Group Life Insurance
 - Voluntary Life and AD&D
 - FSA/HRA/HSA
- A. **Strategic Benefit Planning.** Consultant will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.
- B. **Benefit Design.** Consultant will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- C. **Administration.** Consultant will identify core administrative services, assess vendor performance and manage vendor relationships to provide appropriate program administration. Services will also include the development of a performance guarantee agreement between Client and its third party administrator.
- D. **Funding.** Consultant will advise and counsel regarding program funding alternatives, including review fee proposals; recommend budget rates, employee contribution rates, and COBRA rates; select and procure appropriate stop loss terms; and monitor program costs against expectations.
- E. **Communication.** Consultant will assist in drafting employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.

- F. Compliance Tools & Legislative Information.** Consultant will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy and Section 125.
- G. Meetings with Client and Vendors.** Services will include attendance at and facilitation of regular meetings with Client and vendors as needed to facilitate program management, including day-to-day operations and planning program changes.
- H. Day-to-Day Administrative Issues.** Consultant shall provide assistance in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by Client's employees and management.
- I. Data Analysis.** Upon receipt of acceptable claims data, Consultant will provide Client with a) a summary health plan management report analyzing health care claims paid; b) Consultant will analyze health care claims data and provide data analysis tools on an annual basis.

2. Disclosure and Record Keeping

- A. Full Disclosure.** Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.
- B. Record Keeping.** Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

3. Term & Termination

- A. Term.** The initial term of this Agreement shall be three years, commencing on March 1st, 2013. After the initial term, this agreement will renew automatically on an annual basis unless otherwise modified with agreement by both parties.
- B. Termination.** This Agreement may be terminated by either party only as follows:
 - a) Effective upon thirty (30) days advance written notice by the Client to the Consultant given with or without reason; or
 - b) By mutual written agreement of the parties.

4. Cost of Services

Consultant professional fees are based upon time expended by specific individuals. Client agrees to pay Consultant professional fees as outlined in Exhibit 1. These annual fees are payable in quarterly installments and Consultant agrees to submit invoices to Client on a quarterly basis.

Additional programs and services will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual agreement between Consultant and Client. Such programs and services may include, but not be limited to, retiree medical plans, special employee surveys, eNavigate enrollment platform, Milliman actuarial project services, and long-term care or other types of insurance not outlined in this proposal.

5. Personnel

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to

substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team:
Frederick S. Bounds, ALCM, ARM
Senior Vice President
TBD, Senior Account Manager
Renee Wedewer, Account Manager

6. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

7. Records and Information

Consultant understands and agrees to limit its use and disclosure of protected health information as described in Exhibit 2.

8. Independent Contractor. It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

9. Fiduciary Responsibility.

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity. Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

10. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

Signature

Date

Title

LaMair-Mulock-Condon Co.

Signature

Date

Title

Exhibit 1 CONSULTING FEES

Years 1-3	
Description	Fee
Program Initiatives <ul style="list-style-type: none"> ▪ Develop overall benefits strategic plan ▪ Conduct cost analysis and market study ▪ Perform critical factor analysis ▪ Recommend plan design changes ▪ Evaluate medical and other benefit plans ▪ Prepare management for union negotiations ▪ Monitor plan performance 	<p style="text-align: center;">Medical - \$20,000/Year</p> <p style="text-align: center;">Stop Loss quoted net of commission</p> <p style="text-align: center;">All other lines – Standard Carrier Commission Schedule</p>
Claims Analysis <ul style="list-style-type: none"> ▪ Decision Master Warehouse, subject to receipt of claims data 	Included
Implementation Variables <ul style="list-style-type: none"> ▪ Establish an implementation time line ▪ Analyze current PPO networks ▪ Review alternative vendors/insurers/TPAs ▪ Establish performance guarantees for TPA ▪ Communicate plan design changes* ▪ Provide Client with access to Client Portal 	<p style="text-align: center;">Included</p> <p style="text-align: right;">*Printing costs not included</p>

Note that above fees do not include additional actuarial services (i.e. Milliman) to the extent Client utilizes them. In addition, the above fees do not contemplate any special projects that would be billed incrementally to the annual retainer fee (i.e. implementation of employee cafeteria plans using eNavigate).

Retiree coverage plans and analysis can be included for additional cost.

Exhibit 2

BUSINESS ASSOCIATE CONTRACT

This Business Associate Contract (Agreement) is entered into by and between City of Creston and LaMair-Mulock-Condon Co., effective as of .

WHEREAS, Covered Entity is a group health plan as defined in the administrative simplification provisions within the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy and Security Rules).

WHEREAS, Business Associate is an insurance broker that provides consulting services to plan sponsors and group health plans on matters related to employee benefits.

WHEREAS, Business Associate has been retained by the Covered Entity and/or broker to perform a function or activity on behalf of the Covered Entity that requires that the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the HIPAA Privacy and Security Rules.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

A. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501, as amended.

B. USE AND DISCLOSURE OF PHI

Covered Entity hereby grants Business Associate permission to use, disclose, and request from third parties PHI on behalf of Covered Entity or an organized health care arrangement in which the Covered Entity is a member in order to:

1. Perform or assist in performing a function or activity regulated by the HIPAA Privacy or Security Rules, including, but not limited to, claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing, renewal or replacement of a contract, conducting planning-related analysis related to managing the employee benefit plans, and customer service.
2. Assist the Covered Entity's other business associates retained to provide legal advice, accounting, actuarial, consulting, data aggregation, management, administration, accreditation, or financial services to the Covered Entity or to an organized health care arrangement in which the Covered Entity participates.
3. Allow Business Associate to properly manage and administer the Business Associate's organization or to carry out the legal responsibilities of the Business Associate.
4. Perform functions, activities, or services for, or on behalf of, Covered Entity as specified above, except as otherwise limited by this Agreement, or if such use or disclosure would violate the HIPAA Privacy or Security Rules if done by the Covered Entity.

C. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

1. Use and Disclosure of PHI. Business Associate shall not use or further disclose PHI other than as permitted by this Agreement or as required by law. To the extent practicable, Business Associate shall limit its use or disclosure of PHI or requests for PHI to a limited data set, or if necessary, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.
2. Safeguards. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. Business Associate agrees that it will implement reasonable administrative, physical, and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Privacy Rule. Business Associate acknowledges and agrees that the requirements of 45 C.F.R. Sections 164.308, 164.310 and 164.312 applicable to such administrative, physical and technical safeguards shall apply to Business Associate in the same manner that such sections apply to Covered Entity. Further, Business Associate shall

implement, and maintain in written form, reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Security Rule, in accordance with 45 C.F.R. Section 164.316, which shall apply to Business Associate in the same manner that such sections apply to Covered Entity.

3. Unauthorized Disclosures of PHI. Business Associate shall, within ten (10) business days of becoming aware of a disclosure of PHI in violation of this Agreement by Business Associate, its officers, directors, employees, contractors, or agents or by a third party to which Business Associate disclosed PHI, report to Covered Entity any such disclosure. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of the unauthorized disclosure.

This section shall also apply to any breach of unsecured PHI, as defined by the applicable regulations. Notice of any such breach shall include the identification of any individual whose unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired or disclosed during such breach and any other information required by the applicable regulations.

4. Security Incidents. Business Associate shall promptly report to Covered Entity any Security Incident of which it becomes aware, in accordance with the HIPAA Security Rule.
5. Agreements With Third Parties. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
6. Access to Information. Within ten (10) business days of a request by the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set. In the event any individual requests access to PHI directly from the Business Associate, Business Associate shall respond to the request for PHI within ten (10) business days. Any denials of access to the PHI requested shall be the responsibility of the Business Associate.
7. Availability of PHI for Amendment. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an individual, and in the time and manner designated by Covered Entity.
8. Inspection of Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or at the request of the Covered Entity, to the Secretary of the U.S. Department of Health and Human Services or its designee (the "Secretary"), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
9. Accounting of Disclosures. Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual made in accordance with 45 CFR 164.528. Business Associate shall provide an accounting of disclosures made during the six (6) years prior to the date on which the accounting is requested (or during the three (3) years prior to the date the accounting is requested for PHI maintained in an electronic health record, beginning on the applicable effective date pursuant to the American Recovery and Reinvestment Act of 2009). At a minimum, the accounting of disclosures shall include the following information:
 - a. Date of disclosure,
 - b. The name of the person or entity who received the PHI, and if known, the address of such entity or person,
 - c. A brief description of the PHI disclosed, and
 - d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall respond to the request within ten (10) business days. Any denials of a request for an accounting shall be the responsibility of the Business Associate. Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

10. Remuneration in Exchange for PHI. Effective six (6) months after the issuance of applicable final regulations pursuant to the American Recovery and Reinvestment Act of 2009, or on such other date as specified in the regulations, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI without a valid authorization permitting such remuneration, except as permitted by law.

D. OBLIGATIONS OF COVERED ENTITY

1. Covered Entity shall comply with each applicable requirement of the HIPAA Privacy and Security Rules.
2. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
3. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

F. TERMINATION

1. Term. The term of this Agreement shall begin on the Effective Date and shall remain in effect until terminated under Section F(2) of this Agreement.
2. Termination. This Agreement shall be terminated only as follows:
 - a. Termination For Cause by Covered Entity
This Agreement may be terminated by the Covered Entity upon fifteen (15) business days written notice to the Business Associate in the event that the Business Associate breaches any provision contained in Paragraph C of this Agreement and such breach is not cured within such fifteen (15) day period; provided, however, that in the event that termination of this Agreement is not feasible in the Covered Entity's sole discretion, Business Associate hereby acknowledges that the Covered Entity shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.
 - b. Termination for Cause by Business Associate
This Agreement may be terminated by the Business Associate upon fifteen (15) business days written notice to the Covered Entity in the event that the Covered Entity breaches any provision contained in Paragraphs D or E of this Agreement and such breach is not cured within such fifteen (15) day period; provided, however, that in the event that termination of this Agreement is not feasible in the Business Associate's sole discretion, Covered Entity hereby acknowledges that the Business Associate shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.
 - c. Termination Due To Change in Law
Either party may terminate this Agreement effective upon thirty (30) days advance written notice to the other party in the event that the terminating party has sought amendment of this Agreement pursuant to Paragraph G(1) and no amendment has been agreed upon.
 - d. Termination Without Cause
Either may terminate this Agreement effective upon ninety (90) days advance written notice to the other party given with or without any reason.
3. Return or Destruction of PHI
Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
Notwithstanding the above, to the extent that the Business Associate determines that it is not feasible to return or destroy such PHI, the terms and provisions of Paragraphs A, B, C and D shall survive termination

of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI.

G. GENERAL PROVISIONS

1. Amendment. This Agreement may be amended only by the mutual written agreement of the parties. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity or Business Associate to comply with the requirements of HIPAA.
2. Indemnification. Business Associate shall release, indemnify and hold Covered Entity harmless from and against any claims, fees, and costs, including, without limitation, reasonable attorneys' fees and costs, which are related to Business Associate's failure to perform its obligations under this Agreement. Covered Entity shall release, indemnify and hold Business Associate harmless from and against any claims, fees, and costs, including without limitation, reasonable attorneys' fees and costs, which are related to Covered Entity's alleged improper use or disclosure of Protected Health Information or other breach of this Agreement.
3. Remedies. The parties acknowledge that breach of Paragraphs B, C, D or E of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if either party has actual notice of an intended breach, such party shall be entitled to a remedy of specific performance and/or injunction enjoining the other party from violating or further violating this Agreement. The parties agree the election of the party to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right such party may have to recover damages.
4. Survival. Business Associate's obligation to limit its use and disclosure of PHI as set out in Paragraph C survive the termination of this Agreement so long as Business Associate has PHI received during the performance of its services as described in this Agreement.
5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
6. Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
7. Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.
8. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity and/or Business Associate, as applicable, to comply with HIPAA.
9. Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

"COVERED ENTITY"
City of Creston

"BUSINESS ASSOCIATE"
LaMair-Mulock-Condon Co.

Signed: _____
Date: _____
Name: _____
Title: _____
Address: _____

Signed: _____
Date: _____
Name: _____
Title: _____
Address: _____
